



REQUEST FOR PROPOSALS FOR PERMIT APPLICATION AND INSPECTION MANAGEMENT SYSTEM

**RFP OPENING DATE: FEBRUARY 7, 2022:
RFP CLOSING DATE: March 4, 2022**

City of St. Louis Building Division
1200 Market Street, Room 426
St. Louis, MO 63103
Phone: (314) 622-3313
Fax:

Note: If this RFP was downloaded from the City of St. Louis Procurement Website each applicant must provide contact information to the RFP contact person in order to be notified of any changes in this RFP document.

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ESTIMATED SCHEDULE (SUBJECT TO CHANGE):

Date	Activity/Time
February 7, 2022	Request for Proposal Released
February 18, 2022	Deadline for Bidder's Pre-Application Conference Questions
N/A	Bidder's Pre-Application Conference
March 4, 2022	Due Date of Application- NO EXCEPTIONS 5:00 PM (CDT)
March 11, 2022	Selection by Selection Committee
March 14, 2022	Notification of Award
April 1, 2022	Tentative Contract Start Date
March 31, 2025	Proposed Contract End Date

I. Purpose and Intent

The City of St. Louis Building Division is soliciting proposals for continuing development of a secure, web-based data portal and scheduling system for the various departments that make up the Building Division and their related tasks as described in detail in this document. By submitting a response to this RFP, each Respondent acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.

Issuing an RFP does not obligate the City of St. Louis Building Division to award a contract to any provider, nor is the City of St. Louis Building Division liable for any costs incurred by the organizations in the preparation of proposals. The Building Division retains the right to award parts of the contract to several bidders, not to select any bidders, and/or to re-solicit proposals. The Building Division reserves the right to reject any and all proposals submitted. Nothing in this RFP nor in any proposal in response to this RFP is intended to be, nor should anything be construed, as an offer of engagement. Nor shall the selection of a Respondent be construed as an offer of engagement unless and until a contract is fully negotiated and fully executed by all parties.

The City reserves the right to waive any and/or all non-material irregularities pertaining to the submission of the proposal. Additionally, any and all RFP projects elements, requirements and schedules are subject to change and modification. The Building Division also reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspect of the RFP process to obtain further information from any and all respondents, and to waive any defects as to form or content of the RFP or any responses by any organization/business. All submitted materials will become the property of the City of St. Louis, may become public documents at any time during the selection process, and will become public documents at the conclusion of the selection process. Any and all documents submitted by the Respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law.

II. Contact Person & Questions

The contact person is David Thackwell (ThackwellD@stlouis-mo.gov, 314-589-8140). No contact with any other person is permitted. The Request for Proposals (RFPs) may be obtained beginning [February 7, 2022] from David Thackwell in the following ways:

1. at the City of St. Louis Building Division, 1200 Market Street, Room 426, St. Louis, MO 63103;
2. downloaded from the City of St. Louis website at <https://www.stlouis-mo.gov/government/procurement.cfm>; or
3. by contacting David Thackwell at ThackwellD@stlouis-mo.gov.

The Building Division shall maintain a list of all entities requesting copies of the RFP and shall ensure that copies of all questions and responses thereto be made available to each entity on such list.

Questions must be submitted no later than February 18 2022. The Building Division will maintain a list of all firms or individuals requesting copies of the RFP and will ensure that copies of all questions and responses shall be made available in writing to each firm on such list, when requested.

Questions should be asked in consecutive order, from beginning to end, following the organization of this RFP. Each question should begin by referencing the RFP page number and section number to which it relates. Short procedural inquiries may be accepted by telephone; however, oral explanations or instructions given over the telephone shall not be binding upon the Building Division. Respondents should not otherwise contact the Building Division directly, in person, by telephone, facsimile, or by e-mail, concerning this RFP.

Contact with the Building Division after the submission of qualifications is limited to status inquiries only and such inquiries are only to be directed to the above-named individual. Any further contact or information about the RFP to the Building Division or any of its employees or any Selection Committee Members will be considered an impermissible supplementation of the respondent's proposal.

III. Submission Deadline

In order for the Building Division to consider proposals, a respondent's submission must be received by:

<u>Date:</u>	March 4, 2022
<u>Time:</u>	5:00 P.M.
<u>Location:</u>	Building Division 1200 Market Street Room 426 St. Louis MO 63103 ThackwellD@stlouis-mo.gov

Proposals received after this deadline will not be accepted.

The RFP must be labeled on the outside of the package to clearly indicate that it is in response to the **RFP FOR PERMIT APPLICATION AND INSPECTION MANAGEMENT SYSTEM**. Each respondent must submit one (1) sealed, complete, original proposal. Each respondent must also submit six (6) sealed, full, complete and exact copies of the original. It is suggested that the respondent make and retain a copy of its proposal.

Respondents shall also submit proposals in Word and PDF form via e-mail to the address listed above.

IV. Qualifications

Respondents considering bidding on this RFP must have an extensive, working knowledge of the permitting software currently in use and in production for the City of St. Louis' Building Division. Qualified respondents must be able to:

- Manage and augment various API connections with, including but not limited to Check21, Forte, DocuSign and CityWorks;
- Understand the requirements of the various API's in use with other City applications;
- Put together custom API endpoints within the current permitting system for use by other applications;
- Manage and enhance existing connections with Ameren Electric and Spire; and
- Manage the existing API connection with the City's Benchmarking Manager application.

V. Scope of Services

To be considered for this RFP, Respondents will need to be able to:

- Provide on-site, telephone and email support during normal business hours for the Building Division users of the application including all weekdays 9am to 5pm central time;
- Provide some evening, weekend, and in-field support as required;
- Provide a secure and PCI-compliant hosting solution for the current and future application in a top-tier hosting facility;
- Maintain appropriate backups of data; and
- Complete production of application enhancements that are currently underway.

The awarded Respondent(s) shall be required to complete the following modifications to the current system:

- Incorporate the work processes for Building Permits and PMT's and the various offices that interface with the Building permit application process, including:
 - Office on the Disabled;
 - Zoning;
 - Business Assistance Center;
 - Trades, MEP (mechanical, electrical and plumbing);
 - Plan Exam;
 - Cultural Resources Office;
 - Street Department;
 - Air Pollution; and
 - Fire Safety
- Incorporate the work processes for Integrated Trades & Building Permits;
- Incorporate the work processes for Cashiering process and integrated hardware;
- Incorporate the work processes for Managing Zoning Maps and data;
- Incorporate the work processes for Managing Board of Building Appeals;
- Incorporate the work processes for various reports and reporting dashboards for:
 - Executive use;
 - Financial use;
 - Sunshine requests, web pages and API's; and
 - Update Financial reports
- Update dashboard/homepage for Trades and District Building Inspectors;
- Update dashboard/homepage for:
 - Customer Service Representatives (permit clerks);
 - Building Board up;
 - Executives;
 - Finance;
 - Fire Safety;
 - Zoning;
 - Plan Exam; and
 - Cultural Resources
- Create a local application for Trades and Building Inspectors;

- Update existing address lookup to incorporate an address verification process;
- Update Housing Conservation application process;
- Update the Benchmarking system;
- Update the Backflow Annual reporting process, and produce a local application;
- Establish systems for City Counselor's Office to manage cases that are referred to Environmental Court (Referred to Court);
- Support all users who interface with the Demolition process, including but not limited to the SLDC, LRA, Building Division and Health Dept users;
- Create a process to incorporate Forestry Division invoices with Vacant Building invoices in to the Tax Sales and Special Tax Sales; and
- Incorporate other processes that may be directed by adoption of City ordinance.

VI. Method of Compensation

Vendor selected will submit monthly invoices to the Building Division to receive direct payment.

VII. Requested Information

- A. Description of the Organization: In this section of the proposal, describe your organization and the services it is qualified to provide to the City of St. Louis. The description should also include the number of years that the organization has been in business, address, and telephone number of the office(s), and the total number of employees in the organization with relevant experience.
- B. Names of Employees: Provide the names of the responsible individuals who would be assigned to each such area of required services.
- C. Addressing Specific Projects: In this section, provide a description of how your organization intends to address the specific services requested above. Identify each of the areas listed in the Scope of Services section that the organization desires to be considered for this RFP.
- D. Ability to integrate information from outside source and expand on current portal
Please describe in detail other projects where your company has been responsible to continue and expand upon existing portal. Work on this project will involve interfacing with credit card and online check authorization websites as well as direct deposits of online revenue. Please provide information as to other large scale website projects you have contracted or subcontracted.
- E. Verification of License/Taxes: In this section, respondents must affirmatively verify that the firm has a current business license and is current with tax remittance.
- F. Minority & Women Business Enterprises: In this section, respondents shall describe their organization's M/WBE participation and attainment of the City's M/WBE goal. See Section IX. When the MBE/WBE goal cannot be met, respondents shall document and submit justification utilizing the "Contractor's

Good Faith Efforts Report” form and provide a statement as to why the goal could not be met (<https://www.flystl.com/uploads/documents/compliance/GFE-Forms-Parts-I-II.pdf>).

VIII. Proposal Evaluation

The evaluation of qualifications will be performed by a Selection Committee composed of representatives of the Mayor’s Office, Comptroller’s Office, the Aldermanic President’s Office, and the Building Division, in accordance with the guidelines established by Ordinance No. 64102 and the Regulations established by the Board of Public Service.

The Selection Committee will consider, at a minimum, the following, as related to the selection of organizations qualified to perform the services requested above:

- A. Specialized experience, qualifications and technical competence of the organization, its principals, project manager and key staff;
- B. Ability of the organization to provide innovative solutions;
- C. Approach to the project and any unusual problems anticipated;
- D. The capacity and capability of the organization to perform the work within the time limitations;
- E. Past record and performance of the organization with respect to schedule compliance, cost control, and quality of work;
- F. Proximity of the organization to the City;
- G. Fees or fee structure as may be appropriate for the service to be provided;
- H. Availability of financial and operating resources as required to complete the work;
- I. M/WBE and/or DBE participation;
- J. Ability of the organization to meet statutory or ordinance requirements;
- K. Other relevant criteria as may be developed by the Building Division or the Selection Committee with regards to future proposal requirements. One such relevant, though not determinative, consideration will be the organization’s commitment to the City of St. Louis.

This RFP does not constitute a commitment or obligation by the Building Division or by the City to enter into any agreement or contract, or to pay any costs associated with the preparation of responses, submittals, or other documents or any related-work by any respondent. Progress toward

this end is solely at the discretion of the Building Division and may be terminated at any time prior to the signing of an agreement. The Building Division reserves the right to interview, or call for a presentation from, any respondent submitting a response. The Building Division also reserves the right to discuss the proposals with any or all respondents. A selection or designation of a successful respondent shall not be construed as an offer of engagement until and unless a contract is fully negotiated. The Building Division may request additional submission of information during the negotiations of the contract.

IX. Minority and Women's Business Enterprise Participation (MBE/WBE)

It is the policy of the City of St. Louis to ensure maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its Departments, agencies and authorized representative and to all entities receiving City funds or city-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients through the competitive bidding process. The provision of this Policy shall apply to all contracts awarded by the City, its Departments and agencies and to all recipients of City funds or City-administered government funds and shall be liberally construed for the accomplishments of its policies and purposes.

1. Definitions: As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:
 - a. "Minority Business Enterprise" or "MBE" means a small business concern as defined in Small Business Act, 15 U.S. C., as amended that is 51 percent owned by a minority or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more individuals who are minorities; and whose management and daily business operation are conducted by one or more individuals who are Asian American, African American, Hispanic American or Native American and located in the St. Louis Metropolitan Area.
 - b. "Women Business Enterprise" or "WBE" means a small business concern as defined in the Small Business Act, 15 U.S.C., as amended that is 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more individuals that are women.
2. Goal: A goal of 25% MBE and 5% WBE utilization has been established in connection with this contract. This goal is based on the original contract amount and remains in effect throughout the term of this Agreement. If an award of this contract is made and the MBE/WBE participation is less than the contract goal, the Respondent shall continue good faith efforts throughout the term of this contract to increase MBE/WBE participation and to meet the contract goals.
3. Obligation: The Respondent agrees to take all reasonable steps necessary to ensure that MBEs/WBEs have a maximum opportunity to participate in contracts and subcontracts financed by or through the City provided under this Agreement. The Respondent shall

not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by or through the City.

4. Eligibility: The Respondent should contact the City of St. Louis DBE Program Office to obtain a list of eligible MBEs/WBEs and to determine the eligibility of the MBE/WBE firms it intends to utilize in this contract.
5. Counting MBE/WBE Participation Toward Goals: MBE/WBE participation toward the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the contractors and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan.
6. Post Award Compliance: If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Respondent of the responsibility to continue good faith efforts to maximize participation of MBE's/WBE's during the term of the contract.
7. Substitution of MBE/WBE Firms After Award: The Respondent shall conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Contractor shall immediately notify the City of St. Louis DBE office prior to replacement of the firm.
8. Good Faith Efforts: When the MBE/WBE goal cannot be met, the Respondent shall document and submit justification utilizing the form titled "Contractor's Good Faith Efforts Report" and provide a statement as to why the goal could not be met.
9. Award Procedure and Documentation: The Respondent is required to submit with its bid the following information to demonstrate the Respondent's intended participation by MBEs/WBEs or to demonstrate that good faith efforts have been made to attain the MBE/WBE goal. The information to be furnished shall consist of:
 - a. The names and addresses of the MBE/WBE firms to be used on the contract.
 - b. A list of bid items of work to be performed or goods and services provided by the MBE/WBE or "The Contractor's Good Faith Efforts" Report and a statement as to why the goal could not be met.
10. Record Keeping Requirements: The Respondent shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City to determine compliance with the MBE/WBE contract obligations. The City reserves the right to investigate, monitor and/or review actions, statements and documents submitted by any contractor, subcontractor, or MBE/WBE.

11. Reporting Requirements: The Contractor shall submit quarterly reports on MBE/WBE involvement to the City. Actual payments to MBEs/WBEs will be verified. These reports will be required until all DBE subcontracting activity is complete or the MBE/WBE goal has been achieved.
12. Applicability of Provisions to MBE/WBE Contractors: These provisions are applicable to all contractors including MBE/WBE contractors. A bid submitted by an MBE/WBE contractor shall be presumed to have met the prescribed goal. If the MBE/WBE contractor intends to sublet any portion of the contract, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

X. Insurance Requirements

Any Respondent awarded a contract pursuant to this RFP shall procure and maintain General Liability Coverage, Automobile/Motor Liability Coverage (including non-owned and hired vehicle coverage), and Worker's Compensation Insurance. Policy limits shall be dependent upon the scope of services, but no coverage amount listed shall be construed to limit the liability of any Respondent. Each Respondent awarded a contract shall provide a Certificate of Insurance to the City of St. Louis prior to the execution of the contract, with "The City of St. Louis" listed as an Additional Insured to the policy. Certificates attesting to the coverage and naming the City of St. Louis as additional insured shall be mailed to:

City of St. Louis - Building Division
1200 Market Street, Room 426
St. Louis, MO 63103

Each Respondent's Insurance provider shall be authorized to transact business in the State of Missouri and registered with the Missouri Department of Insurance – Financial Institutions & Professional Registration. Such Insurance company must have a financial strength of "A-" or better and a financial class size IV or greater as indicated in A.M. Best's Key Rating Guide. (<http://www.ambest.com/home/default.aspx>).

Such liability insurance coverage must also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Consultant, its officers, agents, employees, Consultants, subcontractors, licensees, invitees, representatives, and independent Consultants and, contractual liability insurance sufficient to cover Consultant's indemnity obligations hereunder. The City will have no liability for any premiums charged for such coverage, and the inclusion of the City as an Additional Insured is not intended to, and does not make the City a partner or joint-venture with Consultant in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and, in such circumstances, the City's policy will be excess over Consultant's policy.

XI. Living Wage

Any contract entered into pursuant to this RFP may be subject to the St. Louis Living Wage Ordinance (Ordinance No. 65597, codified at Chapter 3.99 of the Revised City Code of St. Louis (2020)) and its associated Regulations. Contractor hereby agrees to comply with the following measures, as applicable:

1. **Minimum Compensation:** Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the Living Wage Bulletin attached hereto as Appendix 1. The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued and posted at <http://www.flystl.com/business/business-diversity-development-1/living-wage>.
2. **Notification:** Contractor shall provide the Living Wage Bulletin to all employees, together with a Notice of Coverage, in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, and within thirty (30) days of contract execution for existing employees, and within thirty (30) days of employment for new employees.
3. **Posting:** Contractor shall post the Living Wage Bulletin, together with a "Notice of Coverage" in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, in a prominent place in a communal area of each worksite covered by this Agreement.
4. **Subcontractors-Service Contracts:** Contractor hereby agrees to require subcontractors to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such subcontractors.
5. **Term of Compliance – Service Contracts:** Contractor hereby agrees to comply with these Living Wage Compliance Provisions for as long as work related to this Agreement is being performed by Contractor's employees, and to submit the reports in the form of the document located at <https://www.flystl.com/uploads/documents/living-wage/Annual-Report-Form-For-Current-Contractors.pdf> for each calendar year or portion thereof during which such work is performed.
6. **Reporting:** Contractor shall provide the Annual Reports and attachments required by the Ordinance and the Regulations.
7. **Penalties:** Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or providing false information may result in the imposition of penalties specified in the Ordinance, which penalties may include, without limitation, per order of the City Compliance Official, the following:

- i. Suspension and/or termination of the contract, subcontract, lease, concession agreement, or financial assistance agreement by the City;
- ii. Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis;
- iii. Barring the Contractor from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full;
- iv. Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

Accordingly, Respondent shall submit with its proposal the Living Wage Acknowledgment and Acceptance Declaration, attached as Appendix 2.

XII. Service Contract Prevailing Wage

For all positions listed on the Secretary of Labor's wage and fringe benefits determination, <https://sam.gov/wage-determination/2015-5075/18>, and as applicable, successful respondents will be required to provide the minimum prevailing wage and the minimum prevailing fringe benefits required and abide by the terms of Ordinance No. 62124, codified at Chapter 6.20 of the Revised Code of the City of St. Louis (2020). If any services for which the successful respondent is obligated under an Agreement pursuant to this RFP is subcontracted, the successful respondent shall provide in any service subcontract (1) provisions specifying the minimum prevailing wage and the minimum prevailing fringe benefits to be paid to the subcontractor's service employees and (2) a representation by the subcontractor to abide by the terms of this chapter and to pay and provide to all service employees said minimum prevailing wage and minimum prevailing fringe benefits as noted in the service subcontract.

XIII. Earnings Tax Requirements

Respondents shall be required to submit valid certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of any contract for services executed on behalf of the City stating that the respondent has paid all City earnings taxes due as of the date of the certification and has filed all returns of earnings tax and payroll expense tax required to be filed as of the date of the certification and from the License Collector that the respondent has a current business license, if applicable. Any contract for services executed without such certifications shall be void and of no force or effect.

Further, every contract for services executed on behalf of the City shall reflect a deduction of the earnings tax at the rate of one per cent on the amount of each payment, subject to subsequent adjustment or refund when the subject earnings tax return is filed.

XIV. City Data Offshore Use and Storage

- A. Each vendor submitting a bid to the City shall be required to provide certification of the location where City data will be used and, if applicable, the location of the server or servers on which City data will be stored, and whether the vendor contemplates a necessary use or storage of City data offshore.
- B. If during the term of the contract or RFP process, Contractor or subcontractor has certified that City data will be used and stored on servers in the United States and proceeds to shift City data or use thereof outside of the United States, Contractor shall be deemed in breach of contract, unless the Department of Health shall first have determined in writing that extraordinary circumstances require the shift of the City data's use or storage or that a failure to shift the City data's use or storage would result in economic hardship to the City.
- C. If during the term of the contract or RFP process, City data is received or modified by Contractor's or subcontractor's offshore workers or servers, such offshore receipt or modification of City data will be deemed a breach of contract.
- D. The City shall not award a contract to a vendor who contemplates using or storing City data (or having a subcontractor use or store City data) pursuant to the contract at a site outside the United States, or does not provide disclosures as required above, unless one of the following conditions is met:
 - i. The vendor or its subcontractor provides a unique good or service; the particular good or service is deemed mandatory for the purposes of the purchasing agency; and no comparable domestically-provided good or service can adequately duplicate the unique features of the good or service provided by the vendor or its subcontractor; or
 - ii. A significant and substantial economic cost factor exists that outweighs the economic impact of ensuring use or storage of City data within the United States, such that a failure to use the vendor or subcontractor's services would result in economic hardship to the City; or
 - iii. The vendor or its subcontractor maintains a significant business presence in the United States and only performs a trivial portion of work under the contract outside of the United States.

XV. Prohibition of Clickwraps and End User License Agreements

The City shall not be bound by any digitally-mediated clickwrap or end user license agreement (EULA) that relates directly or indirectly to the work or transaction contemplated by this RFP or any contract awarded following this RFP. Any such EULA accepted by any City employee that relates directly or indirectly to the work or transaction contemplated by this RFP shall be non-

binding on the parties to any contract awarded following this RFP. Proposed contract provisions shall be negotiated between the City and the Contractor prior to their acceptance, and if accepted, included in a contract awarded following this RFP.

EULAs include, but shall not be limited to:

- A. Software license agreements separate from this Agreement.
- B. Terms of service separate from this Agreement.
- C. Privacy policies separate from this Agreement.
- D. Copyright policies separate from this Agreement.

XVI. Additional RFP Terms and Conditions

A. Indemnification

Each respondent, in seeking, receiving, or possessing this RFP and/or in submitting a response, does release, indemnify, and hold the City and its various employees, representative and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of issuing this RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

B. Amendments

Respondents may submit amended qualifications before the deadline for receipt of qualifications. Such amended qualifications must be complete replacements for a previous submission and must be clearly identified as such in the transmittal letter. The Building Division will not merge, collate, or assemble respondents' materials.

C. Right to Withdraw Proposal

Respondents are permitted to withdraw their submissions at any time prior to the deadline for receipt. The respondent must submit a written withdrawal request signed by the respondent's duly authorized representative(s) addressed to the Building Division.

D. Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

All RFP addenda will be issued on the City website. To access addenda, the respondent must locate “RFP for Permit Application and Inspection Management System” at the following address: <https://www.stlouis-mo.gov/government/procurement.cfm>

There are no designated dates for release of addenda. Therefore, interested respondents should check the City website on a daily basis from time of RFP issuance through RFP deadline date. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this RFP.

E. Contents of Proposals

All materials submitted in accordance with this RFP will become and remain the property of the City and will not be returned.

All Proposals shall be considered public records, but may be deemed and treated as “closed” or “exempt” by the Building Division, pursuant to the laws of the State of Missouri. All Proposal material may be treated as open records. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, Proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.

F. Respondents Responsibility

The respondent assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a respondent’s failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the respondent represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

G. Termination

This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when the Building Division determines it is in the best interest of the City and/or the Building Division.

XVII. Terms to be Required in Contracts

Any contract entered into pursuant to this RFP shall require the inclusion of the following, or substantially similar, terms. By submitting qualifications in response to this RFP, respondents agree to adhere to such terms:

A. Recordkeeping & Audits

Contractor shall provide City monthly written programmatic updates in the manner prescribed by the Building Commissioner, or his or her designee. Contractor shall maintain adequate records to establish that the funds provided herein are expended on eligible costs. All records and documentation shall be made available to City and/or authorized agents to the extent necessary to

adequately permit evaluation and verification of Contractor's full compliance with contract documents. In those situations where Contractor's records have been generated from computerized data or records, in addition to hard copy (reports), Contractor shall provide such information on disk or in a suitable alternative electronic format. Financial records, supporting documentation, statistical records, and all other records pertinent to this contract's activities shall be retained by Contractor for a period of at least five (5) years from the date of final payment under this contract and for any longer period, if any, required by local, state or federal agencies. Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary to assure a proper accounting of all contract funds. Upon request by City, Contractor shall allow City to monitor the services provided by Contractor through site visits during normal business hours. Contractor shall make all records available for inspection by representatives of City during normal business hours.

The City reserves the right to audit Contractor's accounts relating to the agreement at any time. Any questioned costs that may arise as a result of any audit can only be resolved in one of the following ways:

1. Introduction of the appropriate documentation.
2. Resolution of the questioned cost by Contractor in a manner that is satisfactory to City.
3. Repayment of questioned costs to the City.

B. Non-Discrimination Policy

In connection with any contract resulting from this RFP, the firm agrees that in performing any services resulting from this RFP, neither he/she nor anyone under his/her control will permit discrimination against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry or origin. Further, in connection with the furnishing of services under any contract resulting from this RFP, the firm shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

C. Public Records Law

Respondents are hereby notified that the City is a "public governmental body" under and subject to the State of Missouri's Sunshine Law (the "Act"), Revised Statute of Missouri § 610.010 et seq. The City will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Contractor, nor of any record disclosed pursuant to the Act. Nothing in any awarded contract shall supersede, modify, or diminish in any respect whatsoever any of the City's rights, obligations, and exceptions under the Act, nor will the City be held liable for any disclosure of records, including information that City determines in its sole discretion is a public record subject to disclosure under the Act.

D. Unauthorized Aliens Affidavit

Respondent(s) shall, pursuant to the provisions of Section 285.525 through 285.555 of the Revised Statutes of Missouri, as amended, by sworn affidavit, attached herein as Appendix 3, and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Respondent(s) shall also affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement pursuant to the above-stated Statutes.

E. Anti-Discrimination Against Israel Act

Respondent(s), shall, pursuant to the provisions of 34.600 of the Revised Statutes of Missouri, by sworn affidavit, attached herein as Appendix 4, affirm that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

F. Indemnification

The Contractor is, and at all time hereunder, shall be and remain an independent contractor, and nothing herein shall be interpreted to mean that the Contractor or any of its employees or agents is an employee or agent of the City of St. Louis.

The Contractor will protect, defend, and hold the City, and its Board of Aldermen, and its officers, employees, and agents completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and the use or occupancy of the City's premises and the acts or omissions of Contractor's officers, agents, employees, consultants, subcontractors, licensees, invitees, or independent consultants regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Contractor will also use counsel reasonably acceptable to the City Counselor of the City, or his/her designee, in carrying out its obligations hereunder. No alderman, director, commissioner, board member, officer, employee or other agent of the City of St. Louis shall be personally liable under or in connection with this Agreement. The Provisions of this section survive the expiration or early termination of this Agreement.

G. Subject to Appropriation of Funds

Notwithstanding any other provision to the contrary herein contained, the City of St. Louis reserves the right to not appropriate funds to make any payments required hereunder in any fiscal period or to re-appropriate existing funding. In the event funds are not appropriated by the City of St. Louis for the purpose of making payment as required herein or funds are re-appropriated for another purpose, this Agreement shall terminate as of the last day of the fiscal period for which appropriations were made, without penalty or expense to the City whatsoever, except as to the extent portions of the funds previously appropriated are otherwise available. The City will

immediately notify Contractor of any such re-appropriation. Non-appropriation or re-appropriation shall not constitute a default hereunder.

H. Prohibition on Limitation of Liability Clauses

Any clause in this agreement interpreted to limit Respondent's liability shall not be enforced to the extent that it acts as a limitation of Respondent's liability. Limitations of liability include, but shall not be limited to:

1. Limitations, exclusions, or disclaimers of the City's right to bring a breach of warranty or breach of contract claim under this Agreement;
2. Limitations, exclusions, or disclaimers of exemplary, special, or consequential damages resulting from, relating to, or arising out of a breach of warranty or breach of contract claim under this Agreement;
3. Limitations, exclusions, or disclaimers on the City's right to bring suit for losses, damages, injuries, costs, or expenses.

I. Termination

This Agreement may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to Contractor, in which event Contractor shall be paid for all work performed up until the date of termination.

This Agreement may be terminated by either party for cause upon ten (10) calendar days written notice delivered to the other should the other party fail substantially to perform in accordance with the Agreement's material terms. The non-performing party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If the Contractor fails to cure, it shall indemnify the City against any loss caused by its failure to perform and abandonment of the Agreement.

XVIII. Governing Law

This RFP, and any agreement with respondents that may result, shall be governed by the laws of the State of Missouri.

Appendix 1

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2021

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$13.73** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$18.27** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$4.54** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2021**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.flystl.com/bdd> or obtained from:

**City Compliance Official
c/o St. Louis Airport Authority
St. Louis, MO 63145
(314) 426-8111**



NOTICE TO EMPLOYEES CITY OF ST. LOUIS LIVING WAGE ORDINANCE

This employer is a contractor with the City of St. Louis. This contract is subject to the Living Wage Ordinance (LWO) Number 65597 established by the Board of Alderman. If you are an employee performing any service under this contract, you must be paid a "Living Wage."

THESE ARE YOUR RIGHTS...

Living wage

If you are an employee performing services under a City contract, you must be paid not less than the living wage rate of \$13.73 per hour plus at least \$4.54 per hour for health benefits or \$18.27 per hour without health benefits.

Retaliation

You cannot be transferred, demoted or terminated for reporting violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Certification and Compliance by calling the Living Wage Hotline.

You may Report Living Wage Violations to:

City Department Administering this Contract/DLWL

City Department Phone Number

OR

**OFFICE OF DBE PROGRAMS-CERTIFICATION AND COMPLIANCE
LIVING WAGE HOTLINE (314) 890-1809**

Appendix 2

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE DECLARATION

(To be completed by each respondent to a bid/proposal solicitation when that solicitation has included Living Wage Advertisement/Solicitation Language.)

CONTRACTING AGENCY: _____

AGENCY CONTRACT NUMBER: _____

DATE: _____ **PREPARED BY:** _____

PREPARER'S TELEPHONE NUMBER: _____

PREPARER'S E-MAIL ADDRESS: _____

PREPARER'S CELL PHONE NUMBER: _____

PREPARER'S ADDRESS AND ZIP CODE: _____

As the authorized representative of the above-referenced bidder or proponent, I hereby acknowledge that the bidder/proponent understands that the contract or agreement that will be executed with a successful bidder/proponent pursuant to this solicitation is subject to the St. Louis Living Wage #65597 and the Regulations associated therewith. The bidder/proponent hereby agrees to comply with the Ordinance and the associated Regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the bidder or proponent.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Appendix 3

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared
_____ (Name) who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of making
this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (Position/Title) of _____. (Contractor)

I have the legal authority to make the following assertions:

1. _____ (Contractor) is currently enrolled in and actively participates
in a federal work authorization program with respect to the employees working in
connection with this Agreement, as required pursuant to Sections 285.525 through
285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000,
as amended, _____ (Contractor) does not knowingly employ any
person who is an unauthorized alien in connection with this Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal this ____ day of _____, 20__.

Notary Public

My Commission Expires:

Appendix 4

STATE OF _____)
 _____) ss.
 COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (Name)
who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein state:

I am the _____ (Position/Title) of _____
(Contractor), and I have the legal authority to make the following assertion and certification
and do hereby certify that pursuant to RSMO. Section 34.600, _____
(Contractor) is not currently engaged in and shall not, for the duration of the contract,
engage in a boycott of goods or services from the State of Israel; companies doing business
in or with Israel or authorized by, licensed by, or organized under the laws of the state of
Israel; or persons or entities doing business in the state of Israel.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: